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1 BEFORE THE WASHINGTON STATE
2 UTILITIES AND TRANSPORTATION COMMISSION
3 DOCKET UT-111254

3 ADVANCED TELECOM, INC., d/b/a INTEGRA;)
4 ELECTRIC LIGHTWAVE, LLC, d/b/a INTEGRA;)
5 ESCHELON TELECOM OF WASHINGTON, INC., d/b/a)
6 INTEGRA TELECOM; OREGON TELECOM, INC., d/b/a)
7 WASHINGTON TELECOM d/b/a INTEGRA; UNICOM f/k/a)
8 UNITED COMMUNICATIONS, INC., d/b/a INTEGRA;)
9 MCLEODUSA TELECOMMUNICATIONS SERVICES, LLC,)
10 d/b/a PAETEC BUSINESS SERVICES and TW TELECOM)
11 OF WASHINGTON, LLC,)
12 Complainants,)
13 vs.)
14 QWEST CORPORATION and CENTURYLINK, INC.,)
15 Respondents.)

13 VOLUME III

14 Pages 275 - 355

15 EVIDENTIARY HEARING BEFORE

16 ADMINISTRATIVE LAW JUDGE MARGUERITE FRIEDLANDER

17 8:30 a.m. - 10:15 a.m.
18 February 3, 2012

19 Washington Utilities and Transportation Commission
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EXHIBITS

EXHIBIT	OFD	AD	DESCRIPTION
RA-19	280	281	Quest/CenturyLink's Notice of Compliance Regarding Postponements of MTG Implementation
RA-20	301	302	Data Request No. 14 and Response
RA-21	306	307	Answer of Qwest Corporation and CenturyLink, Inc., to Amended Complaint

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1 JUDGE FRIEDLANDER: Ms. Anderl, we're back on
2 the record. If you want to call your first witness.

3 MS. ANDERL: Thank you, Your Honor. Our next
4 witness is Rene Albersheim.

5 RENE ALBERSHEIM

6 Witness herein, having been first duly sworn on
7 oath, was examined and testified as follow:

8 THE WITNESS: I do.

9 JUDGE FRIEDLANDER: Thank you. You can be
10 seated.

11 Ms. Anderl?

12 MS. ANDERL: Thanks.

13 DIRECT EXAMINATION

14 BY MS. ANDERL:

15 Q. Good morning, Ms. Albersheim. Can you please
16 state your name and spell your first and last names for
17 the record.

18 A. Renee Albersheim, R-E-N-E-E,
19 A-L-B-E-R-S-H-E-I-M.

20 Q. By whom are you employed, and in what capacity?

21 A. CenturyLink, staff witnessing representative.

22 Q. Do you have before you your prefiled written
23 direct and rebuttal testimonies that have been marked
24 along with the exhibits attached thereto marked as
25 Exhibits RA-1T through RA-17 and RA-18T?

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1 A. I have RA-17. Yes, I do.

2 Q. Do you have any changes or corrections to make
3 to any of those testimonies or exhibits?

4 A. Yes. I have one correction. It was to my
5 Exhibit RA-13 which is -- I'm trying to find it, what
6 it's corresponding number is here.

7 Q. It's the same here.

8 A. Oh, it is. Okay. I thought they'd be
9 different. Oh, wait a minute. That's not the right
10 one.

11 Q. Trial RA-12.

12 A. Thank you. RA-12.

13 And this would be to -- two dates on the lower
14 left-hand corner, the last two dates, both are listed as
15 12-12-2011, and they should both read February 13th,
16 2012.

17 Q. Okay. Thank you.

18 A. Sure.

19 Q. With those changes, is your testimony and are
20 your exhibits true and correct to the best of your
21 knowledge?

22 A. Yes, they are.

23 MS. ANDERL: Your Honor, we would move the
24 testimony and exhibits and tender the witness for cross.

25 JUDGE FRIEDLANDER: Okay. Thank you. I believe

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1 they've already been admitted with all of the prefiled
2 direct and rebuttal.

3 MS. ANDERL: Right. Force of habit. Sorry.

4 JUDGE FRIEDLANDER: That's okay.

5 Mr. Merz, if you'd like to cross-examine the
6 witness.

7 MR. MERZ: Thank you, Your Honor. I begin with
8 a cross-examination exhibit to be marked.

9 JUDGE FRIEDLANDER: Okay. This will be marked
10 as Exhibit RA-19.

11 (Exhibit RA-19 was offered.)

12 BY MR. MERZ:

13 Q. Good morning, Ms. Albersheim.

14 A. Good morning.

15 Q. You have before you what has been marked as
16 RA-19. Is that correct?

17 A. Yeah. I better mark it. Yes.

18 Q. RA-19 is titled Qwest/CenturyLink's notice of
19 compliance regarding postponement of MTG implementation.
20 Is that right?

21 A. Yes.

22 Q. Then attached to that notice is a CMP notice.
23 Is that right?

24 A. Yes.

25 Q. And the notice and its attachment, those

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1 documents pertain to the correction that you just made
2 on your exhibit to your testimony. Is that correct?

3 A. That's right.

4 MR. MERZ: Your Honor, the joint CLECs would
5 offer Exhibit RA-19.

6 MS. ANDERL: No objection.

7 JUDGE FRIEDLANDER: Staff?

8 MS. CAMERON-RULKOWSKI: None.

9 JUDGE FRIEDLANDER: So moved. Thank you.

10 (Exhibit RA-19 was admitted.)

11 BY MR. MERZ:

12 Q. You are familiar with these documents. Correct?

13 A. Yes.

14 Q. It says here that the release production date
15 for MTG is being postponed. Is that right?

16 A. It says where?

17 Q. It says that -- this is a compliance filing
18 confirming that Qwest/CenturyLink have postponed the
19 release production date for the MTG system. Correct?

20 A. Are you referring to --

21 Q. The notice.

22 A. The notice, okay. And where were you reading?

23 Q. I'm looking at the second sentence of the very
24 first page of the document.

25 A. Okay.

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1 Q. Where it says that the commission directed
2 Qwest/CenturyLink to provide a compliance filing
3 confirming that it has postponed the release production
4 date for the MTG system. Do you see that?

5 A. Yes.

6 Q. What does "release production date" mean? What
7 happens on that date?

8 A. On that date, the system is available for use by
9 wholesale customers.

10 Q. And it says here February 13th, 2011. I assume
11 that's a typo. It should be 2012. Correct?

12 A. That's correct.

13 Q. When you say "use by wholesale customers," use
14 to do what?

15 A. Well, if they wish to create an interface to
16 MTG, they could begin testing an interface to MTG on
17 that date.

18 Q. How long would you anticipate such testing would
19 take?

20 A. That depends on the carrier. It's
21 individualized for each carrier.

22 Q. Is there any sort of ballpark range? Are we
23 talking a number of weeks, days, months?

24 A. Most likely weeks. That depends on their level
25 of preparedness. They would have to have an interface

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1 ready to test.

2 Q. And at the end of that testing, then what would
3 the testing company be able to do with the MTG system?

4 A. Then they could use it if they passed the
5 testing, then they could use in it production.

6 Q. It would be put into actual production at that
7 point?

8 A. Yes.

9 Q. And you would anticipate that there would be at
10 least some number of wholesale customers of Qwest that
11 would be putting MTG into actual production before
12 October 2013. Correct?

13 A. There could be.

14 Q. That's what you expect?

15 A. We don't know.

16 Q. I understand that you don't know, but that's
17 what you anticipate will happen. You've had customers,
18 I understand it, ask for this interface, and you would
19 expect they would begin using it. Isn't that right?

20 A. If they wish to they could.

21 Q. You've had customers that have expressed to you
22 that they wish to begin doing that?

23 A. Actually, not right away, no.

24 Q. Have customers indicated when they do wish to
25 begin using the MTG system in actual production?

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1 A. No.

2 Q. So you have no expectation at all about when
3 customers might want to begin using the system in actual
4 production?

5 A. At this time, no.

6 Q. So it could be after October 13?

7 A. It could.

8 Q. And there's no customer that has expressed any
9 particular urgency to begin using the MTG system. Is
10 that right?

11 A. We've had customers express a desire to. No one
12 has indicated urgency, no.

13 Q. And no one has indicated any particular timeline
14 that they feel they want to meet in terms of the
15 beginning to use that system. Is that right?

16 A. That's right.

17 Q. Now, if you would go to your direct testimony at
18 page 6.

19 A. I'm there.

20 Q. I'm looking specifically at line three, where
21 the question is why does Qwest/CenturyLink intend to
22 retire MEDIACC in October of 2013. Do you see that?

23 A. I do.

24 Q. Now, the plan to retire MEDIACC in October 2013
25 is one that has only been in place since May of 2011.

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1 Is that right?

2 A. Well, actually it's what we would like to do,
3 but there is no plan in place yet, because we withdrew
4 the CR to retire MEDIACC, so we would need to introduce
5 a new CR to retire MEDIACC. But that is our intent.

6 Q. That's what you plan to do. You plan to retire
7 MEDIACC in October of 2013?

8 A. Yes, if we meet all the conditions of the
9 settlement agreements and the CLECs agree.

10 Q. And that plan was first put in place, the plan
11 to retire MEDIACC in October of 2013, was first put in
12 place in May of 2011. Correct?

13 A. I'm not sure I would phrase it quite like that.
14 What we did in May of 2011 was withdraw the CR to retire
15 MEDIACC.

16 Q. Well, you should have in front of you the
17 transcript from the Colorado proceeding which has been
18 marked as Exhibit DD-8.

19 A. Yes.

20 Q. If you turn to page 185 of the transcript.

21 A. I'm there.

22 Q. And this is your testimony. Correct? That's
23 who's testifying at this portion of the transcript.
24 Correct?

25 A. Yes.

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1 Q. And now my question to you was, "Now the plan to
2 retire MEDIACC in October of 2013 is one that has only
3 been in place since May of 2011. Is that right?"

4 That's the question that I asked you in
5 Colorado. Correct?

6 A. What line are you on?

7 Q. I'm starting at line one, the very top of the
8 page.

9 A. I see. Okay.

10 Q. And that's the question I asked you in Colorado,
11 was it not?

12 A. Yeah, okay.

13 Q. What was your answer?

14 A. "That's correct."

15 And I would say I should have said we withdrew
16 the CR at that time. We don't have a CR in place right
17 now to retire MEDIACC.

18 Q. Regardless of whether you have a CR in place,
19 that is what you intend to do?

20 A. That is what we intend.

21 Q. The CR is the paperwork that's necessary to
22 effectuate that plan. Correct?

23 A. Yes.

24 Q. And the plan between the period December 2010
25 and May 2011 was to retire MEDIACC at the end of 2011.

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1 Is that right?

2 A. That was our goal at that time, yes.

3 Q. And before December of 2010, there really wasn't
4 any specific date for retiring MEDIACC. Is that
5 correct?

6 A. Before when?

7 Q. Before December of 2010.

8 A. We -- okay. Say -- I'm sorry. Could you repeat
9 the question?

10 Q. Before December of 2010, there wasn't a specific
11 date that had been chosen for retirement of MEDIACC. Is
12 that right?

13 A. No, there wasn't a date. We did introduce the
14 retirement of MEDIACC originally in 2008, though I don't
15 believe there was a date specified.

16 Q. Right. So what was introduced in 2008 was at
17 some future point there was a plan to retire MEDIACC?

18 A. Yes.

19 Q. No specific point specified?

20 A. I believe that's right.

21 Q. And that CR was withdrawn?

22 A. It was deferred.

23 Q. And there was no reason given for that deferral,
24 it was just Qwest's determination that they would defer
25 that CR. Correct?

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1 A. Yes, at that time, that's correct.

2 Q. I'd like you to go to Exhibit RA-5. It's a
3 confidential exhibit. There at the top of RA-5 you
4 identify four different components of MEDIACC. Is that
5 right?

6 A. Yes.

7 Q. And we had a discussion about this back in
8 Colorado. As I understand it, the names of these
9 components are not, in fact, confidential. Correct?

10 A. No, I think it's just the specific model numbers
11 of releases would be confidential.

12 Q. And so the first -- the first item there, the
13 first component, is a database. Is that right?

14 A. Yes.

15 Q. And it's a Sybase database. Is that right?

16 A. Yes. S-Y-B-A-S-E.

17 Q. That particular component of MEDIACC has been
18 unsupported by the vendor since June 31st of 2001. Is
19 that right?

20 A. That's correct.

21 Q. The next component is the operating system. Is
22 that right?

23 A. Yes, that's correct.

24 Q. And the name of that operating system is not
25 confidential, is it?

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1 A. Well, I would just call it an HP operating
2 system.

3 Q. But this particular number has, in fact, been
4 disclosed publicly in a report filed by Qwest and
5 CenturyLink in Minnesota. Is that right?

6 A. You mean the release number? I'm not certain
7 that that's public.

8 Q. Go to your Exhibit 6.

9 A. I'm there.

10 Q. Exhibit 6 is a report that was filed by Qwest
11 and CenturyLink in Minnesota. Correct?

12 A. Yes.

13 Q. It's not a conditional report, is it?

14 A. No.

15 Q. And at page 7 you see there that the operating
16 system and release number are identified. Is that
17 right?

18 A. Up on the top of the page?

19 Q. Yes.

20 A. Yes, that's correct.

21 Q. HPUX 10.20. Is that correct?

22 A. Yes.

23 Q. And the support for that operating system was
24 discontinued by the vendor on June 30th of 2003.
25 Correct?

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1 A. Yes.

2 Q. Going back to Exhibit 5, the next component --
3 well, other component you identified there, maybe not
4 the next one, is the communication software. CMIP
5 toolkit.

6 A. Yes.

7 Q. And as I understand it, support for that
8 particular component is limited. Is that right?

9 A. Yes.

10 Q. And the vendor of that software has actually
11 recommended to Qwest that Qwest upgrade to the current
12 version. Correct?

13 A. Yes. And Qwest determined it could not upgrade
14 for the current version without rewriting MEDIACC.

15 Q. So that's something that Qwest just declined to
16 do. Correct?

17 A. Declined? I mean --

18 Q. It's something they could have done and decided
19 not to do.

20 A. It was -- it was too complicated simply to
21 upgrade that component without doing other significant
22 work.

23 Q. But you're not saying that it was impossible,
24 you're saying you decided it wasn't worth the effort.
25 Isn't that essentially what Qwest's conclusion was?

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1 A. Not sure I'd use those words, but it was not
2 determined to be a wise investment.

3 Q. And then there's also four servers that are used
4 by MEDIACC. Is that right?

5 A. Yes, there are.

6 Q. And Qwest has parts available for the servers,
7 replacement parts. Is that right?

8 A. It does have parts on hand, yes.

9 JUDGE FRIEDLANDER: Sorry. That is just
10 somebody calling into the conference bridge, that noise.

11 THE WITNESS: Okay.

12 BY MR. MERZ:

13 Q. If you would go to your direct testimony again,
14 at page 6. You say there that legacy Qwest evaluated
15 the MEDIACC system and determined that both the hardware
16 and software are no longer fully supported by the
17 vendor. Is that right?

18 A. Yes.

19 Q. Now, it is the case, is it not, that Qwest
20 determined in 2003 that there were critical gaps in the
21 support for the MEDIACC system. Is that right?

22 A. I don't think I would say that precisely. There
23 are components that were not supported in 2003. I'm not
24 sure I would use the term "critical gaps" in 2003.

25 Q. Fair enough.

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1 If you would go to your Exhibit RA-7, which is a
2 confidential document.

3 A. I'm there.

4 Q. Do you have that? That's an e-mail. Is that
5 right?

6 A. Yes. It looks like an e-mail string.

7 Q. Who's Trent Weaver?

8 A. I believe he's an employee of Information
9 Technologies, or IT.

10 Q. Within Qwest?

11 A. I think so.

12 Q. Theresa Jacobs, who's that?

13 A. Also an IT employee at Qwest.

14 Q. And, by the way, if any of my questions call for
15 you to disclose confidential information, please let me
16 know, and we'll make sure we take care of that. Okay?

17 A. All right.

18 Q. Who is Sandy Cool Carney (phonetic)?

19 A. I would be guessing, but I am thinking it's also
20 either an employee or a contractor in IT.

21 Q. And who's Rich Rockwell?

22 A. An employee in IT.

23 Q. What's the subject of this e-mail?

24 A. MEDIACC risks.

25 Q. Now, you would regard all these folks that work

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1 in Qwest IT as more knowledgeable than yourself
2 regarding the status of the MEDIACC system back in 2007.
3 Is that right?

4 A. Yes, in 2007, certainly.

5 Q. Could you please read for me the second sentence
6 of the e-mail.

7 A. This is the second e-mail, the original message?

8 Q. Correct. The one authored by Mr. Weaver.

9 A. Okay.

10 Over four years ago the development and
11 maintenance team identified critical gaps in the MEDIACC
12 support model and notified leadership of this situation;
13 however, funding was not approved -- has not approved.

14 Q. The e-mail itself is dated 2007. Correct?

15 A. Yes.

16 Q. So working back, I'm understanding this to mean
17 that in 2003 the development maintenance team had
18 identified critical gaps in the MEDIACC support model.
19 Is that right?

20 A. That would be the wording that Trent Weaver used
21 in 2007, yes.

22 Q. Development and maintenance team, that's -- is
23 that an organization within Qwest IT?

24 A. That would have been the team supporting MEDIACC
25 in IT, yes.

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1 Q. If you'd go back to your direct testimony, again
2 at page 6.

3 A. I'm there.

4 Q. You say at line nine, "While MEDIACC is stable
5 today, the unsupported nature of these components
6 creates an increased risk of an unrecoverable failure of
7 MEDIACC in the future." Is that correct?

8 A. That is correct.

9 Q. So at least some components of MEDIACC have been
10 unsupported since 2001. Is that right?

11 A. One component was unsupported in 2001.

12 Q. So you would agree with me that as early as 2001
13 there was a risk of unrecoverable failure. Correct?

14 A. I don't know the level of risk in 2001. I can't
15 say if it was a risk of unrecoverable failure at that
16 time. All I can say is that one component was not
17 supported at that time.

18 Q. When did this risk of unrecoverable failure
19 first exist?

20 A. I don't know.

21 Q. Do you know whether there was such a risk in
22 2001?

23 A. I can't really say.

24 Q. Do you know whether as of 2003 when Qwest
25 identified critical gaps in the MEDIACC support whether

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1 there was a risk of unrecoverable failure?

2 A. Well, what I believe is that as more components
3 have come out of support, IT has been more concerned
4 about potential for risk.

5 Q. Well, right now the only two components that are
6 not supported are the database and the operating system.
7 Correct?

8 A. Today?

9 Q. Yes.

10 A. The only -- say that again.

11 Q. The other components that are not supported are
12 the database and the operating system. The other
13 components are supported at a best efforts level.

14 A. Oh, I see what you're saying okay. They're at a
15 best efforts level, but we don't consider that an
16 acceptable level of support.

17 "Best efforts" means the vendor will try their
18 best to help if there is a failure, but they don't
19 guaranty they can recover the system.

20 Q. In terms of components of MEDIACC that are
21 unsupported, those components have been unsupported at
22 least since 2003. Correct?

23 A. You mean the database and the operating system?

24 Q. Right.

25 A. I'd have to look at the dates. I think that's

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1 correct.

2 Q. Well, I think you told me that the database has
3 been unsupported since 2001, and the operating system
4 since 2003.

5 A. Okay, yes.

6 Q. I think you just told me that. Is that right?

7 A. Yes, that's correct. You're talking about in
8 those two circumstances completely unsupported?

9 Q. That's correct.

10 A. I actually believe that they also are at a best
11 efforts level.

12 Q. Today?

13 A. I believe so. HP hasn't said they won't help
14 us.

15 Q. Well, I'm confused then. If you go back to your
16 Exhibit RA-5.

17 A. I'm there.

18 Q. The purpose of this exhibit was to describe for
19 the commission the status of these various components of
20 MEDIACC that placed that system at risk, was it not?

21 A. This exhibit wasn't prepared the first time
22 here, I don't believe.

23 Q. That's not my question. My question is whether
24 the purpose of this exhibit is to describe for the
25 commission the status of the various components that

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1 Qwest believes puts the MEDIACC system at risk.

2 A. Oh, I see. Yes.

3 Q. You were involved in preparing this exhibit.

4 Correct?

5 A. Yes.

6 Q. And the operating system, the HP operating
7 system, it indicates in your exhibit that support was
8 discontinued on June 30th of 2003, does it not?

9 A. Yes.

10 Q. Are you telling me that that's not an accurate
11 description of the status of the support for that
12 system?

13 A. No. The formal support where the vendor would
14 guaranty they could recover the system stopped then.

15 Q. So there's some level of support that's
16 available for that system that you believe continues to
17 exist. Is that right?

18 A. HP does try to help us if there are issues with
19 these systems, but they don't guaranty that they can
20 recover them.

21 Q. Would the same be true of the database then?

22 A. That's true. They don't guaranty that they can
23 recover the database. It is not formally supported.

24 Q. It's informally supported?

25 A. I would -- yeah, you could describe it that way,

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1 yes.

2 Q. And is there any documentation in the testimony
3 that you've provided that reflects the sorts of things
4 that Qwest believes it can obtain for its database and
5 operating system on an informal basis?

6 A. No.

7 Q. So if the commission were to want to determine,
8 well, really what is the level of risk, take into
9 account this informal support that you've described,
10 that's information that's just not available. Is that
11 right?

12 A. As I said, the vendors no longer guaranty these
13 components, so there is no longer formal guaranteed
14 support for these systems. It's what they call best
15 efforts level. They will try to help us if they can,
16 they don't guaranty that they can. And I believe that's
17 how I've described it in my testimony, the best efforts
18 level.

19 Q. Go back to Exhibit RA-6, which was the report
20 that was filed with the Minnesota Commission.

21 A. I'm there.

22 Q. Were you involved in preparing this report to
23 the Minnesota Commission?

24 A. Yes.

25 Q. Look at page 6.

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1 A. I'm there.

2 Q. There Qwest tells the Minnesota Commission that
3 the HP servers are no longer manufactured by HP and no
4 longer receive full support from HP. The seniority
5 level for these servers is characterized as, quote, best
6 efforts level, close quote. Do you see that?

7 A. Yes.

8 Q. And then with respect to the operating system,
9 the HP operating system, what Qwest represents to the
10 Minnesota Commission on page 7 of the same report is
11 that support for this operating system was discontinued
12 by HP on June 30th of 2003. Correct?

13 A. Yes.

14 Q. It doesn't say there, does it, that the HP
15 operating system is supported at best efforts level?

16 A. No, it doesn't.

17 Q. Why would you say that with respect to the
18 servers but not with respect to the operating system if
19 that were the case?

20 A. I think I could have said that for the operating
21 system as well.

22 Q. And then also in discussing the database, Qwest
23 represented to the Minnesota Commission that support for
24 this database was discontinued in 2001. Correct?

25 A. That's correct.

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1 Q. And you don't there say the support is available
2 at a best efforts level?

3 A. No, I don't.

4 Q. But it is your testimony that both the database
5 and the operating system are supported at a best efforts
6 level by the vendors. Is that right?

7 A. I would say that's true for the operating
8 system. I can't say that for the Sybase database, no.

9 Q. Because you don't know?

10 A. No, I don't know for the Sybase, no.

11 Q. That's the one that's unsupported since 2001?

12 A. That's true.

13 Q. Would you agree with me that in light of the
14 lack of support from the software and hardware
15 manufacturers of the components used by MEDIACC that it
16 would be prudent to attempt to identify other vendors
17 who could provide hardware, software or support in the
18 event of a failure?

19 A. No, not necessarily. We believe we have very
20 good knowledge in-house for all of these components,
21 plus we still have our access to the vendors for these
22 components, so it wouldn't necessarily be useful to find
23 third-party vendors for them.

24 Q. Qwest and CenturyLink have not made any effort
25 to identify any third-party vendors. Is that right?

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1 A. Not that I'm aware of, no.

2 JUDGE FRIEDLANDER: I assume you want to have it
3 marked for identification?

4 MR. MERZ: I would. Thank you.

5 JUDGE FRIEDLANDER: Okay. So this will be a
6 cross-examination exhibit marked for identification
7 purposes as RA-20, and it is a data request response for
8 No. 14.

9 MR. MERZ: Thank you, Your Honor.

10 (Exhibit RA-20 was offered.)

11 BY MR. MERZ:

12 Q. You have in front of you there, ma'am, a
13 document marked for identification as Exhibit RA-20. Is
14 that right?

15 A. Yes.

16 Q. It's a response to an information request
17 propounded by the joint CLECs. Correct?

18 A. Yes.

19 Q. You were one of the people involved in preparing
20 the response to this request. Correct?

21 A. Yes.

22 Q. And the request itself concerns issues that I
23 was just asking you about, the identification of
24 potential third-party vendors to provide support for
25 MEDIACC. Is that correct?

0302

1 A. That's correct.

2 MR. MERZ: Your Honor, the joint CLECs offer

3 Exhibit RA-20.

4 MS. ANDERL: No objection.

5 MS. CAMERON-RULKOWSKI: No objection.

6 JUDGE FRIEDLANDER: Okay. So moved. Thank you.

7 (Exhibit RA-20 was admitted.)

8 BY MR. MERZ:

9 Q. So in preparing the response to this request,
10 you did go about gathering information from folks within
11 Qwest that would be knowledgeable about the answer to
12 whether Qwest had done anything to identify third-party
13 vendors. Is that right?

14 A. Yes. We asked the Information Technologies
15 group that supports MEDIACC whether they had, and they
16 had not.

17 Q. And so when I asked you has Qwest done anything
18 to identify vendors, you said not to your knowledge, in
19 fact, it's not to the knowledge of the entire company.
20 Correct?

21 A. I would assume so, yes.

22 Q. In your direct testimony, again going back to
23 page 6 --

24 A. I'm there.

25 Q. -- at line 16, you talk about an analysis of the

0303

1 feasibility of upgrading the MEDIACC hardware and
2 software. Is that right?

3 A. That's correct.

4 Q. That's an analysis that was performed in 2007.
5 Is that right?

6 A. Yes.

7 (Ms. Giles joined the proceedings.)

8 BY MR. MERZ:

9 Q. And what that analysis involved was a comparison
10 of the costs of upgrading the existing MEDIACC system
11 with the costs of replacing that system. Is that right?

12 A. That's part of it. It was also to determine
13 whether or not it would be appropriate to consider -- to
14 continue using the hardware, software and architecture
15 of MEDIACC, and it was also part of the analysis that it
16 would be more appropriate to use more current hardware
17 and software and technology; for example, XML as opposed
18 to CMIP.

19 Q. And I think you answered my question, but I
20 better make sure. The analysis that you're talking
21 about compared on the one hand upgrading the existing
22 MEDIACC system or replacing that system?

23 A. Yes.

24 Q. That was the comparison?

25 A. Yes.

0304

1 Q. And what you determined as part of that analysis
2 was that, yes, it was feasible to upgrade MEDIACC.
3 That's something that it was possible to do?

4 A. It was possible to do, but it was considered not
5 a good decision to do because it would perpetuate the
6 use of outdated technology.

7 Q. What do you mean by that? It would
8 perpetuate --

9 A. Continue, for example, using CMIP when the
10 current accepted standard for maintenance and repair was
11 XML for computer-to-computer interface.

12 Q. How did Qwest come to begin using CMIP for that
13 interface? Do you know?

14 A. No.

15 Q. So you determined it was feasible to upgrade
16 MEDIACC, and you determined the costs of doing that were
17 about the same as the cost of replacing the system.
18 Isn't that right?

19 A. Approximately.

20 Q. Now, the analysis, and I think you've said this,
21 you've determined that you were going to replace MEDIACC
22 rather than upgrade it, and that was a decision -- an
23 analysis was performed in 2007. Correct?

24 A. Yes.

25 Q. Obviously before the merger, before the merger

0305

1 settlement agreements. Right?

2 A. Yes. The merger wasn't even contemplated at
3 that point.

4 Q. So that analysis couldn't take into account the
5 settlement commitments that Qwest and CenturyLink made
6 in the settlement agreements. Correct?

7 A. No. Since there were no settlement commitments
8 at that time, they didn't exist, they were not taken
9 into account.

10 Q. Now, again going back to your direct testimony,
11 you refer to three documents, RA-7, RA-8 and RA-9, as
12 the documents that reflect the analysis that we've been
13 talking about. Correct?

14 A. Yes.

15 Q. All of those documents were prepared in 2007.
16 Correct?

17 A. Correct.

18 Q. Now, again going back to page 6, you say there
19 at line 9 that MEDIACC is stable today. Correct?

20 A. Yes.

21 Q. Now, there you're using a specific definition of
22 what constitutes stable. Correct?

23 A. Yes.

24 Q. What's that definition?

25 A. We are using the objective measure of the

0306

1 performance indicator definitions by which MEDIACC
2 availability is measured.

3 Q. And you would agree with me the question of
4 whether MEDIACC is stable using that definition is
5 different from the question of whether MEDIACC is at
6 risk of unrecoverable failure?

7 A. I'm not sure I follow your question.

8 Q. Well, the fact that MEDIACC is stable, and I
9 think this has been your company's position, the fact
10 that MEDIACC is stable doesn't mean that the system
11 isn't at risk of failure.

12 A. Okay. Yes, that's true. I would say we don't
13 have a measure of the risk of failure. We don't know if
14 or when it will.

15 MR. MERZ: Your Honor, I'd like to mark this as
16 the next cross-examination exhibit.

17 JUDGE FRIEDLANDER: And this exhibit will be
18 marked as RA-21.

19 (Exhibit RA-21 was offered.)

20 BY MR. MERZ:

21 Q. Ms. Albersheim, you have in front of you what
22 we've marked as Exhibit RA-21. Is that right?

23 A. Yes.

24 Q. You recognize this as the answer of Qwest and
25 CenturyLink that was filed in Colorado, the parallel

0307

1 case to this one. Is that right?

2 A. Yes.

3 Q. And you're familiar with it because you and I
4 just talked about it a week ago. Correct?

5 A. Yes, we did.

6 Q. And then if you would go to the second -- well,
7 I should offer it first.

8 MR. MERZ: Joint CLECs offer Exhibit RA-21.

9 MS. ANDERL: No objection.

10 MS. CAMERON-RULKOWSKI: No objection from staff.

11 JUDGE FRIEDLANDER: Thank you. So moved.

12 (Exhibit RA-21 was admitted.)

13 BY MR. MERZ:

14 Q. If you go to the second page of the document, to
15 the paragraph that's in the middle of the page, the
16 next-to-the-last sentence of that paragraph, it says
17 "The MEDIACC system is currently stable but is 14 years
18 old and will likely begin experiencing problems in the
19 near future." Do you see that?

20 A. I see that.

21 Q. Now, that statement was made based on input
22 provided by Qwest IT people, including yourself. Is
23 that right?

24 A. Well, I'm not in IT, I'm in wholesale, but a
25 number of people did provide input for this, yes.

0308

1 Q. IT people provided input. Correct?

2 A. Yes.

3 Q. And you provided input?

4 A. Yes.

5 Q. And others perhaps?

6 A. Yes.

7 Q. And the purpose of that statement was to impress
8 upon the reader that there is a potential for a failure
9 of MEDIACC. Is that right?

10 A. Well, what this says is there are potential for
11 problems.

12 Q. Well, but wouldn't you agree with me that the
13 import of that statement was to impress upon the reader
14 that there is a potential for failure of MEDIACC?

15 A. All it says is there's a potential for problems.
16 This sentence does not say potential for failure.

17 Q. Right. Isn't that what was intended?

18 A. Well, you would have to ask the author.

19 Q. Well, go to the Colorado transcript at page 205.
20 This is Exhibit DD-8.

21 MS. ANDERL: I'm sorry, what page?

22 MR. MERZ: Page 205.

23 THE WITNESS: I'm there.

24 BY MR. MERZ:

25 Q. Okay. If you look at line 20, at the very --

0309

1 A. Yes.

2 Q. This is you testifying. These are your words.

3 Correct?

4 A. Yes.

5 Q. Read the very last sentence there that begins on
6 line 20 of page 205.

7 A. "So this statement is trying to impress upon the
8 reader that there is a potential for failure here."

9 Q. And the statement that we're talking about is
10 the one that I just read, is it not?

11 A. Actually, I'm not sure, because during that line
12 of questioning, you were asking me to compare two
13 statements, this statement and the answer, and a
14 statement in another document. I can't remember which
15 one. But that one talked about failure, and then talked
16 about problems. So I don't know if I was referring to
17 this statement or the one that was talking about failure
18 when you were comparing two documents.

19 Q. Well, go up to a little bit further in the page,
20 where I ask you, "And so Qwest alleged in its answer the
21 MEDIACC system is currently stable, but is 16" (sic)
22 "years old, and will likely begin experiencing problems
23 in the near future. Correct?" And your answer was?

24 A. Where are you?

25 Q. Top of page 205, line two.

0310

1 A. Okay.

2 Q. I asked you, "And so Qwest alleged in its answer
3 the MEDIACC system is currently stable but is 14 years
4 old and will likely begin experiencing problems in the
5 near future. Correct?" That was my question. And your
6 answer was what?

7 A. "I see it says that."

8 And there you were speaking of the answer.

9 Q. Right. And then I ask you, "What was the basis
10 of that statement?" And you say?

11 A. "Probably all of the input that the attorneys
12 who prepared this received, both from me and from IT,
13 the subject" -- I think I said "subject matter
14 experts" -- "and wholesale."

15 Q. But you still think that the testimony that is
16 at the bottom of the page there might be referring to
17 some other statement in some other document?

18 A. You were having me at that time compare two
19 statements, this statement and the statement in another
20 document, so I don't know if I was referring to this one
21 or the statement in the other document where you were
22 talking about evidence of unrecoverable failure.

23 MR. MERZ: Your Honor, I don't need to mark this
24 as an exhibit, but I do want to show it to the witness.

25 JUDGE FRIEDLANDER: That's fine.

0311

1 BY MR. MERZ:

2 Q. You have in front of you there the answer that
3 Qwest and CenturyLink filed in this case. Is that
4 right?

5 A. Yes.

6 Q. You had input into that, the preparation of this
7 document as well. Is that right?

8 A. Yes.

9 Q. If you go to the second page of the document,
10 the paragraph in the middle there, the next-to-the-last
11 sentence, do you see a sentence that's very similar to a
12 sentence that we find in the Colorado answer?

13 A. Yes.

14 Q. What is the allegation that Qwest and
15 CenturyLink made in Washington? Could you read that for
16 me, please?

17 A. The allegation? Where?

18 Q. I'm looking at the second-to-the-last sentence
19 of the paragraph in the middle of the page that begins,
20 "The MEDIACC system is currently stable." Do you see
21 that?

22 A. Yes.

23 Q. Just read that sentence, please.

24 A. "The MEDIACC system is currently stable but is
25 14 years old and could begin experiencing problems in

0312

1 the near future, so developing a back-up system and an
2 eventual replacement is important to maintain quality
3 levels of service for CLECs and their customers."

4 Q. Now, in Colorado, Qwest characterized the
5 systems as likely to begin experiencing problems, and in
6 Washington Qwest characterized the system as it could
7 begin experiencing problems. What I'm trying to
8 understand is what's the reason for that difference, if
9 you know?

10 A. The difference in the wording? I don't know.

11 Q. I mean, "likely" suggests to me that it's
12 something that has a high probability of happening, and
13 "could" is something that may or may not happen. Is
14 that how you understand the words to be used here?

15 A. They could. I think that "could" is more
16 appropriate.

17 Q. And so do you know of any reason why the system
18 would be more likely to fail in Colorado than it would
19 in Washington?

20 A. No.

21 MS. ANDERL: Your Honor, I'm going to object at
22 this point. Mr. Merz is cross-examining this witness on
23 two documents into which she had input but is clearly
24 not the author. These questions could have been
25 explored in discovery well before the hearing. I just

0313

1 think it's not appropriate to be asking her the
2 questions on information that is not her testimony but
3 is rather pleadings filed by the attorneys in the
4 dockets.

5 MR. MERZ: Her testimony is replete with
6 discussion about how likely or unlikely it is that this
7 system is to fail. This goes right to the issues that
8 she addresses in her testimony.

9 JUDGE FRIEDLANDER: How about you ask her about
10 what's in her testimony then.

11 MR. MERZ: All right.

12 JUDGE FRIEDLANDER: Thank you.

13 BY MR. MERZ:

14 Q. If you go to your response testimony.

15 A. I'm there.

16 Q. I'm looking specifically at page 3.

17 A. Okay.

18 Q. Line -- let's see here -- 14, where you say, "It
19 is unfortunate that the joint CLECs have twisted
20 Qwest/CenturyLink's attempts to proactively manage
21 system risk and prevent a failure into speculation that
22 such a failure is imminent." Do you see that?

23 A. Yes.

24 Q. And the question says, "The joint CLECs have
25 magnified Qwest/CenturyLink's statements regarding

0314

1 support for the hardware and software used by the
2 MEDIACC system to the point that they now fear a
3 catastrophic failure of MEDIACC." Do you see that?

4 A. Yes.

5 Q. Now, isn't it the case that Qwest and
6 CenturyLink themselves have talked about their concern
7 about a catastrophic failure of MEDIACC?

8 A. There has been an expression of concern, but I
9 don't believe anyone has said that it is imminent.

10 Q. But Qwest and CenturyLink have used that very
11 phrase, "catastrophic failure." Correct?

12 A. I believe there are people at Qwest who have
13 used that phrase.

14 Q. If you would go to Ms. Johnson's testimony,
15 what's been marked as hearing Exhibit BJJ-34, and you'll
16 actually find it under tab 36 there.

17 A. I'm there.

18 Q. The first page of that document is an e-mail
19 from Jeff Nodlin (phonetic) at Qwest. Is that right?

20 A. Yes.

21 Q. Mr. Nodlin is an attorney representing Qwest.
22 Correct?

23 A. He was. I don't know if he still is.

24 Q. If you go about halfway down the first paragraph
25 that starts, "While CenturyLink." Do you see that?

0315

1 A. The sentence that starts, "While CenturyLink"?

2 Q. Yes.

3 A. Yes, I see. Yes.

4 Q. It says: While CenturyLink is willing to
5 withdraw the CR at this time, CenturyLink continues to
6 have concerns that a catastrophic failure could result
7 in MEDIACC and CEMR, and it is CenturyLink's expectation
8 that CLECs remaining on MEDIACC and CEMR would agree to
9 PAP relief if other system is available.

10 Do you see that?

11 A. I see that.

12 Q. So you now know that, in fact, people within
13 Qwest were talking about CenturyLink and Qwest's
14 concerns regarding a potential for a catastrophic
15 failure of both CEMR and MEDIACC. Correct?

16 A. At that time both systems were being discussed,
17 they also said it was a potential, but they didn't say
18 it was imminent.

19 Q. In May of 2011, you believe that there was still
20 a concern of a potential for catastrophic failure of
21 MEDIACC?

22 I'm sorry, let me rephrase that. In May of
23 2011, you believed that there were concerns within Qwest
24 about a potential catastrophic failure of CEMR?

25 A. By that time, no, because we had stabilized CEMR

0316

1 and CEMR is not being replaced.

2 Q. So this is just not an accurate statement, there
3 wasn't a concern about a potential catastrophic failure
4 of CEMR in May of 2011. Is that right?

5 A. There shouldn't have been by then, no.

6 Q. Does it remain the company's position that CLECs
7 that want to continue using CEMR and MEDIACC would have
8 to agree to relief under the performance assurance plan
9 if MTG is available?

10 A. I don't follow the statements, so I can't really
11 answer that.

12 Q. You don't know?

13 A. I don't know.

14 Q. Go to again your direct testimony at page 27.

15 And we're just about finished here.

16 A. At what page?

17 Q. Page 27.

18 A. I'm there.

19 Q. At line 13 you say that there will be no
20 replacement, retirement or integration of MEDIACC until
21 the settlement is complete and agreed upon procedures
22 have been followed. Do you see that?

23 A. Yes, I see that.

24 Q. When you say there will be no integration of
25 MEDIACC until a settlement is complete, what do you mean

0317

1 by that?

2 A. I'm using the word "integration" as
3 Mr. Hunsucker explained it. Our interpretation of
4 "integration" in the settlement agreement was based on
5 the CLECs' concern about the replacement of Legacy/Qwest
6 systems with CenturyLink systems. So we were not
7 intending to replace MEDIACC with a CenturyLink system
8 before the settlement agreement would allow such a
9 thing.

10 Q. My question is a little bit different. How will
11 MEDIACC be integrated after the settlement period is
12 complete?

13 A. Actually, I don't think it will. Again, our
14 understanding of "integration" is the integration of
15 systems following a merger, that is replacement of some
16 systems from one company with the systems of another
17 company so that they are integrated within the acquiring
18 company, if you will.

19 Q. And that interpretation of the word "integrate,"
20 do I need to look outside the settlement agreement to
21 find that impression?

22 A. No.

23 Q. Is there something in the settlement agreement
24 that tells me that "integration" is being used in that
25 way?

0318

1 A. Well, again Mr. Hunsucker would be -- was in a
2 better position to respond to questions about the
3 settlement agreement.

4 Q. You're just referring back to something he said
5 on the stand, you don't have your own knowledge about
6 that. Is that right?

7 A. To his testimony.

8 Q. So when you say in your testimony that there
9 will be no integration of MEDIACC until the settlement
10 period is complete, what's your understanding of how
11 MEDIACC will be integrated using that definition, after
12 the settlement period is complete?

13 A. Well, again, our understanding of integration
14 was whether or not Legacy/Qwest systems would be
15 replaced by Legacy/CenturyLink systems, and actually
16 that isn't happening here. Legacy/Qwest decided to
17 create a new system, MTG. That is a Legacy/Qwest
18 system. So really MEDIACC isn't going to be replaced by
19 a Legacy/CenturyLink system in the end.

20 Q. I'm focusing on the integration of MEDIACC when
21 the settlement period is complete. What did you mean
22 when you said that there will be no integration of
23 MEDIACC until the settlement period is complete?

24 A. Well, again what I meant there is that MEDIACC
25 is going to stay in place -- according to the terms of

0319

1 the settlement agreement, it will be available for 30
2 months.

3 Q. But integration doesn't seem to fit into that
4 concept. Should "or integration" not be in that
5 sentence?

6 A. I don't think it really changes the facts
7 whether it were there or not. MEDIACC is going to stay
8 for 30 months.

9 Q. But MEDIACC isn't going to be integrated into
10 something else at the end of those 30 months, is it?

11 A. No.

12 Q. In your direct testimony, at page 22, line
13 eight, you say that the use of CEMR, slash, MTG will be
14 optional and purely voluntary until CEMR, slash, MEDIACC
15 is retired in 2013. Correct?

16 A. Yes.

17 Q. That will be true unless MEDIACC experiences an
18 unrecoverable period before 2013. Correct?

19 A. Correct.

20 MR. MERZ: I don't have anything further.

21 Thank you.

22 JUDGE FRIEDLANDER: Thank you.

23 Do you have any redirect, Ms. Anderl?

24 MS. ANDERL: I would like to defer that until
25 after she's been crossed by all of the other attorneys.

0320

1 JUDGE FRIEDLANDER: That's fine, sure.

2 MS. ANDERL: Thank you.

3 JUDGE FRIEDLANDER: Now that Ms. Giles is
4 present, would you wish to cross-examine the witness?

5 MS. GILES: No, Your Honor, I have no cross.

6 JUDGE FRIEDLANDER: Thank you.

7 Is staff ready?

8 MS. CAMERON-RULKOWSKI: Yes, Your Honor.

9 JUDGE FRIEDLANDER: Thank you.

10 CROSS-EXAMINATION

11 BY MS. CAMERON-RULKOWSKI:

12 Q. Good morning, Ms. Albersheim.

13 A. Good morning.

14 Q. Were you present for Mr. Denney's testimony
15 yesterday?

16 A. Yes.

17 Q. Do you recall that he mentioned that retail
18 customers access MEDIACC?

19 A. I don't recall him saying that, but we don't
20 have any retail customers who have a B-to-B interface or
21 computer-to-computer interface to MEDIACC.

22 Q. But you do have some retail customers that do
23 access MEDIACC. Is that correct?

24 A. Not directly. If you mean through CEMR, we have
25 half a dozen retail customers who use CEMR, and through

0321

1 using CEMR they have access to MEDIACC.

2 Q. And would it be possible to characterize those
3 retail customers in any way?

4 A. They are government entities.

5 Q. Do you know about how many there are in
6 Washington?

7 A. I believe there are two.

8 Q. Notwithstanding this access, you don't consider
9 MEDIACC to be any type of retail OSS. Is that correct?

10 A. MEDIACC, no, is not a retail OSS. It is a
11 wholesale system.

12 MS. CAMERON-RULKOWSKI: Thank you.

13 I have no further questions for Ms. Albersheim.

14 JUDGE FRIEDLANDER: Thank you. Redirect?

15 REDIRECT EXAMINATION

16 BY MS. ANDRAL:

17 Q. Ms. Albersheim, could you look back at
18 Exhibit RA-20, which was the data request No. 14.

19 A. Yes.

20 Q. Now, in that data request, Qwest and CenturyLink
21 respond that had no effort had been made to identify any
22 such third-party vendors. Is that correct?

23 A. That's correct.

24 Q. Do you know of any effort that was made to
25 identify or determine whether it would be worthwhile to

0322

1 look for third-party vendors?

2 A. Well, I believe it was determined that it
3 wouldn't be worthwhile to look for third-party vendors,
4 because we have significant in-house knowledge of these
5 systems, and we have access to the original vendors.

6 Q. So when a vendor discontinues support for a
7 system, does that mean that -- well, let me see. So
8 when we say we have in-house support, is that support
9 also available for the systems, even if there is no
10 vendor support?

11 A. Well, yes. The in-house would be our employees
12 who support the systems. They have several years of
13 experience with these systems and the components, the
14 hardware and the software, and a great deal of knowledge
15 about them.

16 Q. And is there currently a team assigned to
17 support MEDIACC?

18 A. Yes, there is.

19 Q. Do they have a series of actions that they take
20 in order to ensure the continued stability of MEDIACC?

21 A. Yes, they take several actions to ensure it.
22 They -- actually more than would be normal for some
23 systems. They have nightly checks of the system, of its
24 performance, whether any incidents have occurred in the
25 system's performance. There are also alarms set up so

0323

1 that they will be notified if there is a system failure,
2 plus they have the disaster recovery plans and its
3 procedures in case of system failures.

4 Q. Do they also back the system up?

5 A. Oh, yes.

6 Q. How often do they do that?

7 A. I believe that's nightly.

8 Q. Now, Mr. Merz asked you some questions about the
9 representations that had been made with regard to
10 potential for problems in MEDIACC, and the potential for
11 failure. Do you recall those questions?

12 A. Yes.

13 Q. Is there a difference between problems and a
14 failure?

15 A. Well, yes. I mean, a failure would mean the
16 system is -- has failed, it has stopped working.
17 Problems would -- can happen to all systems at any time.
18 There have been problems with MEDIACC as with other
19 systems, and they are usually resolved fairly quickly.

20 Q. Is there a difference between a failure that is
21 recoverable and a failure that is unrecoverable?

22 A. Well, by the terms a failure that is
23 unrecoverable means the system could not be restarted.

24 Q. Are there instances where there might be a
25 failure to restart but that is then remedied?

0324

1 A. Yes, yes. We've had those kinds of short-term
2 problems before. For example, the system didn't restart
3 after maintenance, so there was a reboot, and then it
4 restarted.

5 Q. Finally, Ms. Albersheim, Mr. Merz began his
6 cross-examination with you asking you about some
7 customers that had expressed interest in the use of MTG.
8 Is that right?

9 A. Yes.

10 Q. Can you identify any impediments to a customer
11 wanting to now or immediately begin to use MTG?

12 A. Yes. MTG is not permitted to be implemented in
13 Minnesota and so a customer who wants to use MTG would
14 normally want to use it for all 14 states. At Qwest
15 they developed one interface to use MTG, and it applies
16 to all 14 states, but because Minnesota has forbidden
17 the implementation of MTG, they would either have to
18 develop their interface and use it only in 13 states,
19 and then manually in Minnesota, or maintain their older
20 interface in Minnesota. And that is an impediment. It
21 is essentially a financial impediment.

22 MS. ANDERL: Thank you.

23 That's all I have.

24 JUDGE FRIEDLANDER: Thank you.

25 I have just a few clarification questions.

0325

1 When you say that Minnesota has forbid
2 implementation of MTG, is that as a secondary system, as
3 a back-up, or have they forbid it after -- in compliance
4 with the merger conditions?

5 THE WITNESS: What I believe their order said
6 was we could not implement it until October of 2013.

7 JUDGE FRIEDLANDER: Okay. So there's still the
8 opportunity for doing that on a system-wide basis, as
9 long as it's in compliance with the merger conditions
10 and it's after the 30-month period?

11 THE WITNESS: Yes.

12 JUDGE FRIEDLANDER: I know we went into this a
13 couple of different times, but I just want to have you
14 state for the record. MEDIACC will be available for all
15 of the CLECs throughout the 30 months of the merger
16 conditions?

17 THE WITNESS: Yes, that is our intent.

18 JUDGE FRIEDLANDER: If a CLEC chooses to use MTG
19 or to have this opportunity for the MTG backup, does
20 that mean that they would be forbidden or restricted in
21 their, I guess their commenting on MTG for the long
22 term, i.e. -- I guess what I'm trying to say is if a
23 CLEC were to use MTG as offered due to MEDIACC's
24 instability, in the interim, that 30-month period, would
25 that prevent them from having any comment or any say in

0326

1 the implementation of it or making changes to it as a
2 long-term system?

3 THE WITNESS: No. But if they chose to, it's
4 not because MEDIACC is unstable, I just want to clarify.
5 MEDIACC is stable.

6 JUDGE FRIEDLANDER: Sure, sure.

7 THE WITNESS: They could choose to implement MTG
8 early. They would still have full input, full say on
9 the MTG changes that could be implemented following the
10 settlement terms.

11 JUDGE FRIEDLANDER: Okay. And has Qwest chosen
12 MTG to replace MEDIACC eventually?

13 THE WITNESS: Eventually, yes.

14 JUDGE FRIEDLANDER: What would happen -- and
15 maybe this is a question that would be better asked of
16 Mr. Hunsucker, but given your experience with MEDIACC,
17 what would happen to the CLECs if MEDIACC does
18 experience a failure and the CLEC has not developed an
19 interface with MTG?

20 THE WITNESS: Okay. If you're speaking of a
21 CLEC that is using MEDIACC as the B to B or
22 computer-to-computer interface --

23 JUDGE FRIEDLANDER: Yes.

24 THE WITNESS: Yes. If they have not developed
25 their interface to MTG, then they will not have access

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1 to a B-to-B interface. They do have the alternative of
2 using CEMR MTG, or else they would have to call in their
3 trouble tickets.

4 JUDGE FRIEDLANDER: And then I guess that leads
5 me to a question about CEMR. If some of the repair
6 functions performed by CEMR require access to MEDIACC,
7 then if MEDIACC were to fail, wouldn't that mean CEMR
8 would fail as well, as it relates to being able to
9 access MEDIACC?

10 THE WITNESS: That's correct. And we have the
11 ability to use CEMR to access MTG, so when MTG becomes
12 available on February 13th, CEMR can be used through MTG
13 instead of MEDIACC.

14 JUDGE FRIEDLANDER: So it sounds to me then like
15 CEMR has multiple functions, and even if MEDIACC goes
16 down, there are portions of CEMR that are still
17 functioning that could still be accessed by the CLECs?

18 THE WITNESS: Yes.

19 JUDGE FRIEDLANDER: As long as they are
20 interconnected to the interface of MTG, they can
21 interface with MTG?

22 THE WITNESS: Well, okay. Let me clarify that a
23 little. CEMR has more functions in it than the repair
24 functions that MEDIACC performs.

25 JUDGE FRIEDLANDER: I see.

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1 THE WITNESS: So CEMR can function on its own
2 without MEDIACC, but you could not use the repair pieces
3 of CEMR if MEDIACC were to fail. MTG also is built to
4 interface with CEMR, so the repair functions in CEMR can
5 be used through MTG. It would be -- that's what we've
6 described as CEMR/MTG as opposed to CEMR/MEDIACC.

7 JUDGE FRIEDLANDER: Right. I see. Thank you.

8 THE WITNESS: Sure.

9 JUDGE FRIEDLANDER: Does CenturyLink intend to
10 ask for relief from ongoing PAP service quality
11 obligations and remedy payments based on its concerns
12 for MEDIACC?

13 THE WITNESS: Not that I know of.

14 JUDGE FRIEDLANDER: And what is CenturyLink's
15 response -- and maybe this is a question better left for
16 the brief, because it may -- I'm not trying to have it
17 require a legal analysis. If it's outside your
18 testimony, that's fine, don't feel like you have to
19 answer it that way.

20 THE WITNESS: Uh-huh.

21 JUDGE FRIEDLANDER: What would CenturyLink's
22 response be to the joint CLECs' contention that
23 CenturyLink is discriminating in favor of its own retail
24 customers with the MTG system? That's a contention that
25 was made in the complaint, and like I said, it may be

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1 something that's best left for the legal briefs, and
2 that's fine, but there's this discrimination claim, and
3 I haven't heard a lot of response from CenturyLink with
4 regard to that.

5 THE WITNESS: Well, I won't go into the legal
6 side of that. I will say, though, that MTG is an
7 interface built for wholesale customers to access our
8 repair systems, and is what MEDIACC was, and is, and
9 that is what MTG will be.

10 JUDGE FRIEDLANDER: So it is not something that
11 Qwest uses for its retail customers?

12 THE WITNESS: No.

13 JUDGE FRIEDLANDER: Thank you. And that's all
14 of the clarification questions I have. So if there's
15 nothing further.

16 MS. ANDERL: Maybe a couple follow-ups?

17 JUDGE FRIEDLANDER: Sure, that's fine.

18 FURTHER REDIRECT EXAMINATION

19 BY MS. ANDERL:

20 Q. Ms. Albersheim, I just wanted you to go into
21 maybe a little bit more detail. And as an example we
22 can just look at Integra. And we have heard that
23 Integra uses the CEMR interface --

24 A. Yes.

25 Q. -- versus PAETEC, who is directly connected --

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1 A. Yes.

2 Q. -- with MEDIACC.

3 A. Yes.

4 Q. If Integra were to continue with its
5 CEMR/MEDIACC interface, and MEDIACC did fail in an
6 unrecoverable way, and Integra needed to use the CEMR
7 through MTG instead --

8 A. Yes.

9 Q. -- do you have an understanding of -- it's kind
10 of a two-page question -- an understanding of how long
11 that would take and an understanding of what sort of
12 level of effort that would be for Integra?

13 A. It is my understanding it would take up to
14 48 hours to convert from CEMR/MEDIACC to CEMR/MTG; that
15 the effort involved during that time would be on the
16 part of CenturyLink IT to make that conversion; that
17 there would be no development required of the CLEC, they
18 would just be redirected to a different web address or
19 URL to use CEMR connected to MTG instead of CEMR
20 connected to MEDIACC.

21 Q. And then for a company like PAETEC who is
22 electronically bonded through MEDIACC, they would need
23 to go through the development phase that you described
24 earlier in order to get e-bonded to MTG. Is that right?

25 A. That's correct.

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1 Q. And that would take a little bit longer?

2 A. That would take -- that kind of development
3 usually takes a couple of months, so if they have not
4 started that development, they would have to go through
5 that process before they could use MTG as their
6 computer-to-computer interface.

7 Q. Did you hear PAETEC witnesses describe how they
8 do use a CEMR type or a graphical user interface in
9 their Verizon territory?

10 A. Yes, I did hear that.

11 Q. And also that they have employees trained on the
12 use of CEMR?

13 A. Yes.

14 Q. And that they do use CEMR as a backup during the
15 times when MEDIACC, for example, may be down for
16 maintenance?

17 A. Yes. So they could do the same thing. They
18 could use CEMR with MTG until they got their B-to-B
19 interface in place.

20 Q. On that same time frame as Integra?

21 A. Yes.

22 Q. The up to 48 hours?

23 A. Up to 48 hours.

24 Q. And that 48 hours, do you know if that includes
25 necessary testing?

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1 A. If you mean interface testing --

2 Q. Just testing of transmission of trouble tickets
3 to make sure they go through properly.

4 A. Well, that would be done by IT, and then the
5 CLEC could go ahead and use it. It's a little different
6 when you're using a B-to-B interface. Part of the
7 development is the testing.

8 Q. Right. No, I was just talking about the time
9 frame for the CEMR/MTG, the 48 hours.

10 A. Oh, okay. That would be just internally done by
11 Qwest -- or CenturyLink, excuse me.

12 Q. Thanks.

13 A. I think you've only done that once.

14 MS. ANDERL: Nothing else.

15 MR. MERZ: Your Honor, I did have actually one
16 point to follow up on that line, and then a question you
17 had asked raised something in my mind as well. Would
18 that be permitted?

19 JUDGE FRIEDLANDER: Okay. We don't usually
20 allow recross, but in this circumstance if no one
21 objects, then I'm fine with it.

22 RE-CROSS-EXAMINATION

23 BY MR. MERZ:

24 Q. This 48 hours you've talked about to convert
25 that, that would be the longest time CEMR had ever been

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1 down in its entire history. Correct?

2 A. That's my understanding.

3 Q. And then in response to the question from the
4 ALJ, you said I think that MTG wouldn't be used by
5 retail customers. Is that right?

6 A. As far as I know, there is no intent to use MTG
7 for retail customers.

8 Q. You've mentioned I think half a dozen large
9 retail customers that currently use CEMR?

10 A. I don't know if I could characterize them as
11 large, but they are government entities, yes.

12 Q. Would those customers who use CEMR be
13 transitioned from CEMR/MEDIACC to CEMR/MTG?

14 A. If they wished to, yes.

15 Q. And at what point would that happen?

16 A. Well, they can ask for that, as far as I know.

17 Q. And so what would be the earliest that a
18 customer could get that?

19 A. The earliest would be February 13th.

20 MR. MERZ: I don't have anything further. Thank
21 you.

22 JUDGE FRIEDLANDER: Thank you.

23 So if there's nothing further, this witness is
24 dismissed.

25 Thank you.

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1 THE WITNESS: Thank you.

2 JUDGE FRIEDLANDER: I believe, staff, are you
3 ready to present your witness?

4 MS. CAMERON-RULKOWSKI: Yes, Your Honor. I call
5 Mr. Williamson.

6 ROBERT WILLIAMSON

7 Witness herein, having been first duly sworn on
8 oath, was examined and testified as follow:

9 THE WITNESS: I do.

10 JUDGE FRIEDLANDER: Thank you. You can be
11 seated.

12 DIRECT EXAMINATION

13 BY MS. CAMERON-RULKOWSKI:

14 Q. Good morning, Mr. Williamson.

15 A. Good morning.

16 Q. Please state your full name for the record, and
17 spell your last name.

18 A. Robert Williamson, W-I-L-L-I-A-M-S-O-N.

19 Q. Where are you employed and in what position?

20 A. I'm utility engineer at the State of Washington
21 Utility Commission.

22 Q. Approximately how long have you worked for the
23 commission in the position of utility engineer?

24 A. Nine years.

25 Q. Have you worked as a utility engineer prior to

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1 your employment with the commission?

2 A. I've worked as a Telecom engineer, manager and
3 director for way too many years -- about 45 years in the
4 industry -- through a number of companies besides the
5 state of Washington.

6 Q. Approximately how long did you perform work as a
7 telecommunications engineer in your work prior to the
8 commission?

9 A. Under the engineering title, either as an
10 engineer, a manager, or a director of engineering, I
11 would estimate about 20 years.

12 Q. Thank you.

13 Have you prepared testimony on behalf of
14 commission staff in this case?

15 A. Yes, I have.

16 Q. Is that testimony contained in Exhibit RTW-1T,
17 Exhibit RTW-2, and RTW-3C?

18 A. Yes.

19 Q. Do you have any changes or corrections to your
20 testimony?

21 A. No.

22 Q. Is the testimony on file today true and correct
23 to the best of your knowledge?

24 A. Yes, it is.

25 MS. CAMERON-RULKOWSKI: Mr. Williamson is

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1 available for cross-examination.

2 JUDGE FRIEDLANDER: Thank you. I believe we'll
3 start with Mr. Merz.

4 MR. MERZ: Thank you, Your Honor.

5 DIRECT EXAMINATION

6 BY MR. MERZ:

7 Q. Good morning, sir.

8 A. Good morning.

9 Q. You would agree with me that OSS was a key issue
10 of concern for the CLECs that participated in the
11 Washington merger proceeding?

12 A. Yes, I would.

13 Q. You're aware that PAETEC in particular was
14 concerned about its ability to maintain the automated
15 functionality of its systems post merger?

16 A. I believe that's true.

17 Q. And OSS was also an area of particular concern
18 for staff as well. Is that correct?

19 A. Yes, it was.

20 Q. In your direct testimony at page 4, you talk
21 about the commission order that approved the merger. Is
22 that right?

23 A. Yes.

24 Q. And you talk there about certain requirements
25 that the commission imposed before a replacement OSS is

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1 put into actual production. Is that right?

2 A. Could you give me the line you're specifying?

3 Q. I can. Let's see here.

4 At line five, you begin to describe the
5 commission's order and you say the commission places
6 great weight on wholesale OSS in its decision modifying
7 the settlement agreements by specifically stipulating
8 after acceptance testing and controlled production have
9 been completed, and before any replacement OSS is put
10 into actual production, we require the combined company
11 to file a detailed report with the commission
12 describing, at minimum -- and it goes on. It describes
13 conditions that are to be met before any new OSS is put
14 into actual projection. Is that right?

15 A. Yes, it is.

16 Q. What is your understanding of actual production
17 as it's used in the commission's order?

18 A. I believe actual production is the use of that
19 OSS by a CLEC or one of the parties.

20 Q. Before that happened, one of the things that was
21 to be completed was acceptance testing. Is that right?

22 A. Yes.

23 Q. And control production?

24 A. Yes.

25 Q. What's control production?

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1 A. Control production, I believe -- it's probably
2 better asked of the company, but I believe control
3 production is the combined companies' testing of their
4 system prior to releasing it for use of other
5 corporations, other companies.

6 Q. These requirements that we've been talking about
7 apply I believe, according to the commission order, to
8 any replacement OSS. Is that right?

9 A. I believe that's true.

10 Q. You understand the MTG is the replacement OSS
11 for MEDIACC?

12 A. Yes, that's what the company has stated.

13 Q. The company has also discussed its intention to
14 put MTG in actual production before these various
15 requirements set out in the commission's order. Isn't
16 that right?

17 A. I believe they've offered it as an optional
18 system to be used while the other system's MEDIACC is
19 kept.

20 Q. And that offer would be available before the
21 conditions described in the commission's order have been
22 satisfied. Is that right?

23 A. That's my understanding.

24 Q. In your direct testimony at page 5, line eight,
25 beginning there, you describe the settlement conditions

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1 that are at issue in this case. Correct?

2 A. Yes.

3 Q. You refer specifically to the Integra settlement
4 agreement and also to the staff settlement agreement.

5 Is that right?

6 A. Yes.

7 Q. Now, you're aware, are you not, that after
8 Integra and the staff entered into their settlement
9 agreement, PAETEC actually continued to oppose the
10 merger. Is that right?

11 A. I really wasn't aware of that until we started
12 this complaint.

13 Q. So then you're not necessarily familiar with the
14 issues that were of concern to PAETEC after the staff
15 and Integra entered into their settlement agreement?

16 A. I was not until that came up in testimony here.

17 Q. In your testimony, you don't really discuss to
18 any extent the PAETEC settlement agreement. Is that
19 right?

20 A. No, not at all.

21 MS. CAMERON-RULKOWSKI: Objection, Your Honor.

22 Could you please clarify what you mean by "the
23 PAETEC settlement agreement"?

24 MR. MERZ: Fair enough.

25

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1 BY MR. MERZ:

2 Q. You're aware that PAETEC opted into the Integra
3 agreement. Correct?

4 A. Yes.

5 Q. And obviously you discussed that settlement
6 agreement in your testimony.

7 A. Yes.

8 Q. And then PAETEC also had a separate settlement
9 agreement that was filed, and the Washington Commission
10 took administrative note of it in the merger case.
11 Correct?

12 A. That's my understanding, although I don't
13 believe that this commission -- I don't know the legal
14 term -- has included it in the settlement in this state.

15 Q. My question is a little bit different. And that
16 is you really, with respect to that second separate
17 agreement entered into by PAETEC, you really don't
18 discuss the implications of that settlement agreement
19 for the factual context that we have before us here?

20 A. No. Since it was not a settlement that I looked
21 at in this state or that the state made as a part of the
22 agreement, I do not talk about that.

23 Q. In your direct testimony at page 16, line 19,
24 you discuss the concern for all parties about the risk
25 of failure for MEDIACC. Is that right?

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1 A. Yes, I do.

2 Q. And you believe that an unrecoverable failure of
3 MEDIACC would be catastrophic for CLECs. Is that right?

4 A. That's what I said. Actually, let me --
5 catastrophic for all parties, which would be CLECs as
6 well as the company.

7 Q. Sure.

8 You would agree that a catastrophic failure of
9 MEDIACC before 30 months after the merger closing would
10 constitute a violation of both the Integra and staff
11 settlement agreements. Is that right?

12 A. Well, a catastrophic failure would mean they
13 wouldn't be able to meet the quality standards that we
14 said that they have to meet.

15 Q. Would you agree that in light of the settlement
16 agreements with staff and Integra, that CenturyLink has
17 an obligation to do everything it can to keep MEDIACC up
18 and running for the full 30 months after the merger?

19 A. Yes, I agree.

20 Q. In your direct testimony at page 17, line 19,
21 you say that it would take some time for CLECs and other
22 wholesale customers that had not developed an XML
23 interface to MTG to recover full functionality following
24 a complete failure of MEDIACC.

25 You're aware that PAETEC uses MEDIACC to enable

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1 its systems to communicate with Qwest systems in an
2 automated way. Correct?

3 A. Yes, I do.

4 Q. And you're aware as well that PAETEC has made an
5 extensive investment in developing and maintaining those
6 automated systems?

7 A. I'm sure that's the case.

8 Q. And you also understand that PAETEC can only use
9 those automated functionalities with MTG if it develops
10 a new interface?

11 A. That's my understanding.

12 Q. In your direct testimony at page 21, line six,
13 you say one of staff's major concerns during the merger
14 process was that one merging company would not know what
15 the other merging company was doing. You were here
16 yesterday when Mr. Hunsucker testified about what he'd
17 learned in December about at least what Qwest had told
18 him about the stability of MEDIACC and CEMR. Is that
19 right?

20 A. Yes, I was.

21 Q. Do you believe -- and if you don't have an
22 opinion, that's fine -- but do you believe that
23 CenturyLink had any responsibility to investigate to
24 determine whether the company could meet its merger
25 commitments?

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1 A. Well, I can't speak for the company. From
2 staff's point of view, it was a concern of ours, and we
3 would have hoped that the companies would have
4 investigated and brought that to our attention at the
5 time.

6 Q. Are you aware that both CenturyLink and Qwest in
7 advocating in support of their merger represented to the
8 Washington Commission that the merger -- the merged
9 company would not have an immediate need to make any
10 changes to the OSS and Qwest territory?

11 A. Yes, I've seen that.

12 Q. Now, do you believe that that representation was
13 accurate in light of what Mr. Hunsucker was apparently
14 told in December about the stability of MEDIACC and
15 CEMR?

16 A. I can't speak for Mr. Hunsucker. I believe that
17 prior to his testimony that that was what the legal and
18 regulatory pieces of the companies believed to be the
19 case.

20 Q. I'm just not certain what you just said. Prior
21 to what testimony?

22 A. Prior to Mr. Hunsucker's testimony.

23 Q. Back in December?

24 A. Right.

25 Q. And then after that, apparently at least there

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1 were concerns raised about whether or not there would,
2 in fact, be a need to make some immediate changes in the
3 Qwest territory to the Qwest OSS?

4 A. Correct.

5 MR. MERZ: I don't have anything further. Thank
6 you, sir.

7 JUDGE FRIEDLANDER: Thank you.

8 And I believe none of the parties, none of the
9 other parties have asked to cross-examine
10 Mr. Williamson.

11 I do have one clarification question, and this
12 is basically a clarification question because the joint
13 CLECs filed rebuttal testimony and staff didn't have an
14 opportunity to respond to that. And in the rebuttal
15 testimony I believe the joint CLECs have said that the
16 disaster recovery plan does not deal with what happens
17 when a test is completed and the system fails. And so I
18 was wondering how staff would answer that claim.

19 THE WITNESS: I'm not sure where they said that
20 or --

21 JUDGE FRIEDLANDER: Let me double-check on that.

22 THE WITNESS: It may be that -- in the process
23 of testing, which is part of the disaster recovery
24 plan --

25 JUDGE FRIEDLANDER: Right.

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1 THE WITNESS: -- if they would create a problem
2 by doing that, which is always a possibility when you're
3 touching equipment --

4 JUDGE FRIEDLANDER: Right.

5 THE WITNESS: -- that the plan doesn't show
6 anything special to recover from that. That's what
7 you're saying?

8 JUDGE FRIEDLANDER: Right.

9 THE WITNESS: There's also the danger when you
10 touch systems that you create a problem. Of course
11 we've been told more problems are caused by people
12 touching systems rather than them running on their own,
13 so that's a danger. But that's a normal danger for any
14 kind of recovery plan. And the recovery plan covers all
15 of those -- I mean, they'd have to back up through the
16 plan and start over at whatever failed and follow the
17 plan to bring it up.

18 Does that answer?

19 JUDGE FRIEDLANDER: It does. I have to be very
20 careful here because the disaster recovery plan is
21 confidential. So if an answer to my question would
22 require confidential information, then please let me
23 know, and you don't have to answer that portion.

24 But if during the testing there's a problem and
25 it's not a failure, but there's a problem that might

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1 cause the system to go down, I guess -- maybe we should
2 define "failure" here too, because as Ms. Albersheim
3 testified, there's two different kinds of failure.
4 There's the unrecoverable failure, and there's the
5 failure that will result eventually in the system coming
6 back up.

7 If there is a failure to the extent I guess
8 during the testing where it will eventually come back
9 up, it sounds to me like -- and I was hoping for your
10 clarification on this and maybe letting me know if my
11 understanding is correct -- that if it were to fail, if
12 it was a recoverable failure, that the CLEC would
13 eventually -- would have to at that point either
14 manually assert their repair tickets, or if they had
15 CEMR and were using it and could interface using CEMR
16 with MTG at that point after February 13th, 2012, they
17 could do either of those options, but if they didn't
18 have CEMR so they could not interface with the MTG, then
19 they would just have to -- they would be stuck with
20 manual.

21 THE WITNESS: That's true. Let me start with
22 the first part of your question. There's really kind of
23 three types of failures. There's the unrecoverable
24 disaster, which we all don't want to ever see. There's
25 the failure where the system doesn't work for some time,

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1 but it's recoverable, and it comes back up. I would
2 also call a degradation a type of failure, where it
3 would back up the system so that the CLECs wouldn't be
4 able to use it as they should. Those latter two are
5 recoverable, and it could be a day, it could be an hour
6 to do those.

7 The latter part of your question, at least the
8 way I understood it, if MEDIACC were to die and not be
9 able to be recovered, the CLECs that do not have any
10 interface to MTG should be after February 13th, should
11 be able to use CEMR/MTG, should slow them down, that's
12 not a positive for them, but a better way than having to
13 call in tickets.

14 JUDGE FRIEDLANDER: Right.

15 THE WITNESS: Did that answer your question?

16 JUDGE FRIEDLANDER: It did.

17 So what you're saying then is for the
18 unrecoverable failure, and that replies -- actually,
19 it's just a failure in general, you know, God forbid
20 that it should happen, but if it did, and it was
21 recoverable, they would still be able to use CEMR if
22 they had that interface to MTG available to them. If
23 they were currently using CEMR, they would be able to
24 use it as their backup to MTG.

25 THE WITNESS: That's correct. That's my

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1 understanding.

2 JUDGE FRIEDLANDER: So regardless of what type
3 of failure, as long as they had the CEMR backup, or as
4 long as they had access to CEMR, they would be able to
5 interface with MTG?

6 THE WITNESS: That's my understanding.

7 JUDGE FRIEDLANDER: Okay. Thank you.

8 And I think, remembering back to I believe it
9 was Mr. Denney's testimony, with regard to the disaster
10 recovery plan, I think the joint CLECs were saying
11 there's a difference between disaster recovery and
12 disaster preparedness and prevention, and that the
13 disaster recovery plan is kind of at that point too
14 late. So what would be staff's response to that
15 concern?

16 THE WITNESS: Well, as an operations guy,
17 ex-operations guy, I assume the company continues to do
18 the type of maintenance I did there, or when I worked
19 for other corporations, or my people did. Many hours
20 are spent on preventative maintenance for all of these
21 systems. It doesn't mean they can't go down. They
22 didn't provide it, they weren't asked for it. But I'm
23 assuming that as in most companies there's a
24 preventative maintenance plan that is followed, the
25 backup systems, the routines that are done. We didn't

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1 ask for that, and I don't believe the CLECs asked for
2 it, so I'm only assuming that that's there. That would
3 be there as the prevention.

4 JUDGE FRIEDLANDER: I see.

5 THE WITNESS: And then a disaster recovery plan
6 is for when the worst happens.

7 JUDGE FRIEDLANDER: Right. Okay.

8 THE WITNESS: Does that help?

9 JUDGE FRIEDLANDER: It does, it does.

10 And that concludes my clarification questions.
11 So if there's nothing further, then no redirect.

12 MS. CAMERON-RULKOWSKI: I have no redirect for
13 Mr. Williamson. Thank you, Your Honor.

14 JUDGE FRIEDLANDER: Thank you.

15 Then this witness is dismissed. Thank you so
16 much.

17 So that concludes testimony of the witnesses.
18 Let's start discussing procedural matters as far as
19 briefing and the like. So we have not planned on --

20 MS. ANDERL: I'm sorry, Your Honor. Do you want
21 to do that on or off the record?

22 JUDGE FRIEDLANDER: We can do it off the record.
23 That's fine.

24 MR. GOODWIN: Your Honor, before we can off the
25 record, we have that Exhibit DD-9.

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1 JUDGE FRIEDLANDER: Excellent. Thank you.

2 MR. GOODWIN: Which is Linda Notarianni's
3 prefiled testimony from Colorado.

4 As we were printing off our copies last night,
5 we discovered there's one exhibit that the Colorado
6 staff never mailed to us. It's a confidential exhibit.
7 It's Exhibit LMVN-2 to her testimony. So this is not
8 included in the package that we are admitting as
9 Exhibit DD-9, but I talked with counsel last night, and
10 I think since we both didn't know that was a problem,
11 it's probably not a problem in Washington either.

12 MR. MERZ: That's acceptable to us.

13 JUDGE FRIEDLANDER: Okay, that's fine. Thank
14 you.

15 And as I stated yesterday, that's marked and
16 admitted as DD-9.

17 Let's go off the record for a minute.

18 (Discussion off the record.)

19 JUDGE FRIEDLANDER: While off the record we
20 discussed filing of post hearing briefs, and the parties
21 and I have decided that the best course of action would
22 be simultaneous initial briefs, due March 14th, 2012,
23 and simultaneous post hearing reply briefs due
24 April 14th, 2012.

25 MR. MERZ: April 14th or April 4th?

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1 JUDGE FRIEDLANDER: I'm sorry, April 4th.

2 You're right.

3 March 14th, 2012 for the initial, and April 4th,
4 2012 for the reply. No page limits on those.

5 I have a couple of topics I would like addressed
6 in the briefs. They should be fairly narrow. The first
7 is what the status of the complaints in Minnesota and
8 Colorado are. That's basically just an update. And
9 thinking about it, it doesn't even have to be in the
10 brief. But it would be best to have the update at that
11 time. So if one of you wants to submit it as opposed to
12 taking up pages in the brief, that's fine. I don't have
13 a problem with that.

14 The other topic is UTC enforcement of a
15 settlement that it neither accepted nor adopted. And
16 that would be the PAETEC settlement.

17 Finally -- I think that's sufficient. So with
18 those two, with the exception of those two, you're free
19 to address whatever legal arguments you have in the
20 initial and reply briefs.

21 Is there anything further?

22 MR. GOODWIN: Your Honor, on the issue of the
23 status of the complaints in Minnesota and Colorado, of
24 course we have completed the hearing in Colorado, and
25 the Minnesota, so that status is relatively set. We

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1 still have briefings to complete.

2 JUDGE FRIEDLANDER: I see.

3 MR. GOODWIN: But the process in Minnesota is
4 ongoing and evolving.

5 JUDGE FRIEDLANDER: I see.

6 MR. GOODWIN: Maybe we should consider giving a
7 status right now. We can give a status report now and
8 then update in both briefs.

9 JUDGE FRIEDLANDER: That sounds fine, yes. So
10 the status report as of now in Minnesota, I understand
11 that the preliminary injunction was granted. Is that
12 correct?

13 MR. MERZ: Actually, in that case we didn't
14 bring a motion. The commission did it on its own
15 motion.

16 JUDGE FRIEDLANDER: I see. But the injunction
17 was --

18 MR. MERZ: The commission ordered that MTG not
19 be implemented.

20 JUDGE FRIEDLANDER: I see.

21 MR. MERZ: That's accurate. There is a related
22 case that the Minnesota Commission hasn't decided
23 exactly how to handle it, whether there will be further
24 comments or evidentiary proceeding or exactly what's
25 going to happen. Certainly I would think by the middle

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1 of March we'll have some indication. But we'll see, I
2 guess.

3 JUDGE FRIEDLANDER: Sure, sure. I assume then
4 the Colorado case is on track with this one.

5 MR. MERZ: It will be briefed by then. I don't
6 suppose we'd have a decision by then, but the briefing
7 will be in.

8 JUDGE FRIEDLANDER: Right. Okay. Thank you. I
9 appreciate that.

10 MR. GOODWIN: Actually, I received word this
11 morning in the Minnesota proceeding there will be a
12 consideration of at least some next steps on
13 February 16th.

14 JUDGE FRIEDLANDER: Okay. So at least by then
15 we would have an idea, a better idea after
16 February 16th.

17 MR. GOODWIN: Right. I mean, among the issues
18 are since the commission granted that, or ordered that
19 CenturyLink not implement MTG in its first kind of
20 discussion of the case --

21 JUDGE FRIEDLANDER: Right.

22 MR. GOODWIN: -- whether the case is going to
23 continue, and if so, what issues remain to be addressed,
24 and how the case will proceed, if at all, moving
25 forward. And I expect, somewhere between expect and --

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1 "hope" maybe is a better word, that those will be among
2 the issues addressed and resolved at or near the
3 February 16th. But we will continue to update you on a
4 regular basis.

5 JUDGE FRIEDLANDER: I appreciate that.

6 Are there any other procedural matters we need
7 to address before we need to adjourn?

8 MS. CAMERON-RULKOWSKI: Nothing from staff, Your
9 Honor.

10 MR. MERZ: Thank you.

11 MS. ANDERL: Thank you.

12 JUDGE FRIEDLANDER: We are adjourned.

13 (The proceedings were adjourned at 10:14 a.m.)

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C E R T I F I C A T E

I, SHERILYNN V. MCKAY, a Certified Shorthand Reporter in and for the State of Washington, do hereby certify that the foregoing transcript of the proceedings on February 3, 2012, is true and accurate to the best of my knowledge, skill and ability.

IN WITNESS WHEREOF, I have hereunto set my hand and seal February 17, 2012.

SHERILYNN V. MCKAY, RMR, CRR